HANFORD EMPLOYEE WELFARE TRUST

SHORT AND LONG TERM DISABILITY PLAN

AND

DISABILITY EQUALIZER BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

Amended and Restated September 1, 2009

TABLE OF CONTENTS

Page

ARTICLE 1 INTRODUCTION 1

ARTICLE 2 YOUR CONTRIBUTION TOWARD PLAN COSTS 1

ARTICLE 3 DEFINITIONS 1

3.1 Active Service 2
3.2 Administrative Wrapper 2
3.3 Administrator or Plan Administrator 2
3.4 Adoption Agreements 2
3.5 Appropriate Care 2
3.6 Approved Program 3
3.7 Assumed to Receive 3
3.8 Basic Earnings 3
3.9 Board or Board of Trustees 3
3.10 Disability Equalizer Benefit 3
3.11 Effective Date 3
3.12 Eligible Class 3
3.13 Eligible Employee 4
3.14 Employee 4
3.15 Employer 4
3.16 Filing Period 4
3.17 FMLA 4
3.18 Hospital Confinement 4
3.19 Injury 4
3.20 Medically Necessary 4
3.21 Occupational Disease 5
3.22 Occupational Injury 5
3.23 Payee 5
3.24 Plan 5
3.25 Plan Year 5
3.26 Retirement Plan 5
3.27 Sickness 6
3.28 Time of Payment 6
3.29 Total Disability or Totally Disabled 6
3.30 Trust Agreement 6
3.31 Trustees 6

ARTICLE 4 ELIGIBILITY 6

4.1 Coverage Begin Date 6
4.2 Transfers Between Employers 7

ARTICLE 5 SHORT-TERM DISABILITY BENEFITS 7

5.1 Benefit Payments 7
5.2 Duration of Benefits 7
5.3 Benefit Waiting Period 7
5.4 Coordination of Benefits 7
5.5 Change in Basic Earnings 8
5.6 Recovery of Overpayments 8
5.7 Successive Periods of Disability 8
5.8 Other Income Benefits 9
5.9 Lump Sum Payments 10
5.10 Assumed Receipt of Benefits (Assumed to Receive) 10
5.11 Increases in Other Income Benefits 10

ARTICLE 6 LONG TERM DISABILITY BENEFITS 11

6.1 Monthly Payments 11
6.2 Benefit Waiting Period 11
6.3 Monthly Benefit 11
6.4 Changes in Basic Earnings 12
6.5 Other Income Benefits 12
6.6 Assumed Receipt of Benefits (Assumed to Receive) 13
6.7 Increases in Other Income Benefits 13
6.8 Recovery of Overpayments 14
6.9 Lump Sum Payments 14
6.10 Periodic Benefits 14
6.11 Duration of Monthly Benefits 14
6.12 Successive Periods of Disability 14

ARTICLE 7 DISABILITIES NOT COVERED 15

ARTICLE 8 CLAIMS PROCEDURE 16

8.1 Filing a Claim. 16
8.2 Failure to File Within Filing Period 17
8.3 Denial of a Claim 17
8.4 Appeal of Denied Claim 18
8.5 Appeal Process During First 35 Days of Disability 19
8.6 Appeal Process During Days 36 Through 180 Other Than For Occupational Disability and Long Term Disability Claims 20

ARTICLE 9 TERMINATION 22

9.1 Termination of Coverage 22
9.2 Total Disability 22
9.3 Reinstatement of Coverage Following Leave 22

ARTICLE 10 ADMINISTRATION 22

10.1 Plan Administrator 23

10.2 Reliance on Employee 24
10.3 Examination of Records 24
10.4 Reliance on Tables, etc 24

ARTICLE 11 MISCELLANEOUS 24

11.1 Amendment and Termination of Plan 24
11.2 Governing Law 25
11.3 Limitation of Rights 25
11.4 Funding Benefits 25
11.5 Nonassignability of Rights 26
11.6 Tax Consequences 26
11.7 Severability; Construction 26

ARTICLE 12 DISABILITY EQUALIZER BENEFIT 26

12.1 Eligibility 26
12.2 Amount of the Benefit 26
12.3 Payment of Benefit 27
12.4 Commencement of Benefit 27
12.5 Duration of Benefit 27
12.6 Successive Periods of Absence 27
12.7 Recovery of Overpayments 27
12.8 Claims and Appeals 28

ARTICLE 13 STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN 30

SCHEDULE 1 34

SCHEDULE 2 35

HANFORD EMPLOYEE WELFARE TRUST
SHORT AND LONG TERM DISABILITY PLAN
AND
DISABILITY EQUALIZER BENEFIT PLAN
SUMMARY PLAN DESCRIPTION

ARTICLE 1
INTRODUCTION

The Hanford Employee Welfare Trust ("HEWT") is pleased to provide you with this Summary Plan Description ("SPD") which describes your benefits as well as your rights and responsibilities under the Plan.

You are eligible for this Plan if you are an Eligible Employee as specified in the definitions and you are employed by an Employer in an Eligible Class.

This SPD describes non-work-related short-term disability benefits if you become disabled and cannot work for up to 180 days, and long-term disability benefits which commence after 180 days of disability and continue until you are no longer Totally Disabled as defined in the Plan. This SPD also describes a Disability Equalizer Benefit ("DEB") for certain Eligible Employees with a work-related injury/illness.

ARTICLE 2
YOUR CONTRIBUTION TOWARD PLAN COSTS

Current plan provisions do not require eligible employees to contribute toward the cost of this Plan. All costs of the Plan are currently paid by the sponsoring Employer, but this is subject to change.

ARTICLE 3
DEFINITIONS

Except when otherwise indicated by the context, any masculine terms used shall also include the feminine, and the definition of any term in the singular shall also include the plural.

3.1 **Active Service.** An individual will be considered in Active Service:

(a) On any of his Employer's scheduled work days if the individual is performing the regular duties of his work on a full-time basis as defined under Eligible Employee on that day either at the Employer's place of business or at some location to which the individual is required to travel for the Employer's business or is approved.

(b) On a day which is not one of his Employer's scheduled work days if the individual was in Active Service on the preceding scheduled work day.

(c) On a day that is a scheduled holiday, vacation day, approved personal time off, a facility closure day, etc.

3.2 **Administrative Wrapper** means the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Trust (Benefit Plan) containing a statement of rights under the Employee Retirement Income Security Act of 1974 and other important administrative information. See Article 13.

3.3 **Administrator or Plan Administrator** means the Board of Trustees of the Trust or their delegates.

3.4 **Adoption Agreements** means the Adoption Agreement between each Employer and the Trust under which the Employer agrees to be bound by the terms of the Trust Agreement and specifies the Eligible Class.

3.5 **Appropriate Care** means the determination of an accurate and medically supported diagnosis of the Employee's Total Disability by a physician, or a plan established by a physician of ongoing medical treatment and care of the Total Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

3.6 **Approved Program** means a structured plan, under the supervision of a licensed professional and/or physician, for the treatment of the related disability.

3.7 **Assumed to Receive** has the meaning set forth in Section 6.6.

3.8 **Basic Earnings** means the Employee's rate of pay reported by his Employer based on the Employee's approved work schedule. It does not include overtime, bonus, shift differential, additional compensation or pay for more than 80 hours in a two-week period (except in the case of Firefighters and Firefighter Captains where pay for 112 hours in a two-week period shall be substituted), unless otherwise documented by contract.

3.9 **Board or Board of Trustees** means the Board of Trustees appointed pursuant to the Trust Agreement. The appointment, removal, rights, duties, and powers of the Board of Trustees shall be as set forth in the Trust Agreement, in addition to those set forth in this Plan.

3.10 **Disability Equalizer Benefit** means a make whole benefit payable to an Eligible Employee who meets the eligibility requirements set forth in Section 12.1 and is absent from active employment by reason of Occupational Injury or Occupational Disease with a workers' compensation claim filed with the workers' compensation claims administrator, or a prior claim reopened, after the date of ratification of the applicable collective bargaining agreement, and receiving benefits pursuant to RCW Ch. 51.32.

3.11 **Effective Date** of this Plan was January 1, 1991. The effective date of this amendment and restatement is September 1, 2009. The effective date of the DEB is set forth in Schedule 2.

3.12 **Eligible Class** means the class of Employees designated by the Employer in the Adoption Agreement. See Article 13.

3.13 **Eligible Employee** means an Employee, in Active Service, working a minimum of 20 hours per week who is (a) a regular, Hanford Atomic Metal Trades Council ("HAMTC") represented Employee (includes Captains and Firefighters); (b) a regular Hanford Guards represented Employee; or (c) a salaried regular full-time or part-time non-represented Employee. Temporary Employees shall not be eligible. Subject to applicable insurance laws and regulations and the rules of the Trust, each Employer shall specify to the Plan Administrator in writing those Employees satisfying the foregoing requirements who shall be eligible to participate in the Plan.

3.14 **Employee** means any person who is employed by an Employer. Employees do not include individuals who are characterized by their Employer as an independent contractor or leased employee, regardless of how that individual is classified under applicable state or federal law.

3.15 **Employer** means an Employer that is a sponsor of the Plan. See Article 13.

3.16 **Filing Period** means within 31 days of the onset of Total Disability. Proof of loss as documented by a certified medical provider must be provided within 90 days. These time limits will not apply if the Employee lacks legal capacity.

3.17 **FMLA** means the Family and Medical Leave Act of 1993, as amended.

3.18 **Hospital Confinement** as used herein means a period of time for which you are charged a full day's room and board, as a registered patient in a qualified hospital.

3.19 **Injury** means an accidental bodily injury. Refer to Article 7, Disabilities Not Covered.

3.20 **Medically Necessary** means the surgical procedure is: (a) prescribed by a physician as required treatment of the Injury or Sickness; and (b) appropriate according to

conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed.

3.21 **Occupational Disease** means an Occupational Disease as defined in RCW 51.08.140.

3.22 **Occupational Injury** means an Injury as defined in RCW 51.08.100.

3.23 **Payee.** All disability benefits that are payable will be paid to the disabled individual. If the individual dies while disability benefits remain unpaid, the Plan Administrator may, at its option, make direct payment to any of his following living relatives in the following order: (a) spouse, (b) child or children, (c) parents, (d) brothers and/or sisters, and (e) the executors or administrators of his estate. If any person to whom benefits are payable is a minor, or in the Plan Administrator's opinion, is not able to give valid receipt for any payment due him, such payment will be made to his legal guardian. However, if no request for payment has been made by his legal guardian, the Plan Administrator may, at its option, make payment to the person or institution appearing to have assumed his custody and support. Payment in the manner described above will release the Plan Administrator from all liability to the extent of any payment paid.

3.24 **Plan** means this document, the Administrative Wrapper, rules published by the Plan Administrator, the Trust Agreement, and the Adoption Agreements.

3.25 **Plan Year** means the 12-month period from January 1 to December 31.

3.26 **Retirement Plan** means any defined benefit plan or defined contribution plan (including a profit sharing plan) sponsored by the Employer. It does not include: (a) an individual deferred compensation agreement; (b) a profit sharing or any other retirement or savings plan that is maintained in addition to a defined benefit or defined contribution pension

plan; or (c) any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan funded by Employee pre- or post-tax contributions.

3.27 **Sickness** means a physical or mental illness. It also includes pregnancy.

3.28 **Time of Payment.** Disability benefits will be paid, after receipt of due proof, at regular intervals.

3.29 **Total Disability or Totally Disabled.** For both short-term disability and long-term disability, an individual will be considered Totally Disabled if, because of an Injury or Sickness, he is unable to perform all the essential duties of his job. After Monthly Benefits have been payable for 24 months, the individual will be considered Totally Disabled only if, because of Injury or Sickness, he is unable to perform all the essential duties of any occupation for which he is or may reasonably become qualified based on his education, training or experience.

3.30 **Trust Agreement** means the Hanford Employee Welfare Trust Agreement dated January 1, 2000 and subsequent amendments.

3.31 **Trustees** means those persons appointed by the Employers as their representatives on the Board of Trustees.

ARTICLE 4
ELIGIBILITY

4.1 **Coverage Begin Date.** An Employee will become covered on the first day of employment if he is an Eligible Employee in an Eligible Class. If the Employee is not in Active Service on the date he would otherwise become covered, the Employee will become covered on the date he returns to Active Service in an Eligible Class.

4.2 Transfers Between Employers. For purposes of this Plan, an Employee who transfers from the employ of one Employer to another Employer shall not be deemed to have terminated his or her employment or separated from service as a result.

ARTICLE 5
SHORT-TERM DISABILITY BENEFITS

5.1 Benefit Payments. The Plan provides you, The Payee, payments if you become disabled and cannot work. To qualify, you must be Totally Disabled as result of an Injury or a Sickness that is not work related. Payments made by your Employer will be per your pay schedule. Third-party payments will be made weekly. The benefit amount is 65% of your Basic Earnings at the time you become Totally Disabled, to a maximum of $4,000 per week. Benefits will be reduced by Other Income Benefits. See Section 5.8.

5.2 Duration of Benefits. Benefits will continue for the duration of your Total Disability until the earlier of the following events: (a) the date you cease to be Totally Disabled; (b) the 180th day commencing with the date of your Total Disability as verified by a qualified physician; or (c) the date you elect to retire (early or normal) under a Retirement Plan.

5.3 Benefit Waiting Period. Benefits start on the earlier of the eighth (8th) consecutive calendar day of your Total Disability or the first (1st) day of Hospital Confinement if your Hospital Confinement has been approved under the applicable medical plan. You will not be considered Totally Disabled on any day if you are in Active Service for any part of that day.

5.4 Coordination of Benefits. Benefits under the Plan are coordinated with any salary continuation benefits provided by your Employer. Salary continuation benefits (if available) will be paid in addition to benefits under the Plan so that your total income equals not

more than your Basic Earnings when the Total Disability began.[1] With the exception of Hanford Guards Union members, Firefighters, and Firefighter Captains, salary continuation benefits are not replenished from year to year.

5.5 Change in Basic Earnings. Basic Earnings are determined initially on the date you become Totally Disabled. A change in your Basic Earnings will be considered effective on the date of the change if you are in Active Service. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one (1) full day.

5.6 Recovery of Overpayments. If the Benefit is overpaid, the Plan will have the right to recover the amount overpaid by either of the following methods: (a) deduction of the overpaid amount from any future payments by the Plan, or (b) a lump sum repayment by you of the overpaid amount.

5.7 Successive Periods of Disability. Separate periods of Total Disability resulting from the same or related causes will be considered one (1) period of Total Disability unless you return to Active Service for at least 20 consecutive working days. Separate periods of Total Disability resulting from unrelated causes will be considered one (1) period of Total Disability unless you return to Active Service for at least one (1) full day.

---

[1] Only Employees on the active PHMC payroll on December 31, 1997 are eligible for salary continuation. Salary continuation may be used only to supplement short-term disability payments and may not be used for any other purpose or cashed out. Salary continuation payments were accrued 20 days after the first full year of service plus 2 days for each additional full year of service through December 31, 1997. An Employee eligible for salary continuation who receives an involuntary reduction of force or is on long-term disability and returns to employment within 60 months will have his or her salary continuance restored. No other restoration is available.

5.8 Other Income Benefits. While an Employee is Totally Disabled, he or she may be eligible for benefits from other income sources. If so, the Plan will reduce benefits payable by the amount of Other Income Benefits. Other Income Benefits include:

(a) any amounts which the Employee or any dependents, if applicable, receive (or are Assumed to Receive) under:

(1) the Canada and Quebec Pension Plans;

(2) the Railroad Retirement Act;

(3) any local, state, provincial or federal government disability or retirement plan or law as it pertains to the Employer;

(4) any work loss provision in mandatory "No-Fault" auto insurance;

(b) any Social Security disability benefits the Employee or any third party receives (or is Assumed to Receive) on the Employee's behalf or for his dependents; or, if applicable, which his dependents receive (or are Assumed to Receive) because of the Employee's entitlement to such benefits;

(c) any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance or a similar plan that applies to the same claim for Total Disability, and contains the same or similar provision for reduction because of Other Income Benefits, this Plan will pay its share of the total claim.

(d) any amounts paid on account of loss of earnings or earnings capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

(e) any wage or salary for work performed.

(f) any sick leave plan of your Employer.

5.9 Lump Sum Payments. Other Income Benefits that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five (5) year period.

5.10 Assumed Receipt of Benefits (Assumed to Receive). The plan will assume the Employee (or his dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Plan estimates the Employee (or his dependents, if applicable) may be eligible to receive. Benefits hereunder will be reduced by the amount of any assumed benefits as if they were actually received. This assumption will not be made if the Employee provides the Plan Administrator proof that (a) application was made for the benefits; (b) a reimbursement agreement is signed; (c) any and all available appeals had been pursued; and (d) payment is denied.

5.11 Increases in Other Income Benefits. Other than for wage or salary, benefit payments will not be reduced further during a period of disability due to any cost of living increase in the Other Income Benefits.

ARTICLE 6
LONG TERM DISABILITY BENEFITS

6.1 Monthly Payments. The Plan provides a Monthly Benefit to an Eligible Employee (The Payee) who becomes Totally Disabled due to Injury or Sickness while in an Eligible Class. An Eligible Employee will qualify for the Monthly Benefit after completing the Benefit Waiting Period. The Plan also provides benefits to individuals who are Totally Disabled who were formerly employed by a Predecessor Contractor at Hanford. Predecessor Contractors are listed on Schedule 1 hereto.

6.2 Benefit Waiting Period. Benefit Waiting Period means 180 days of Total Disability beginning the day the disability began.

6.3 Monthly Benefit. The Monthly Benefit from the plan for any month is the lesser of:

(a) Fifty percent (50%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, rounded to the nearer dollar, and reduced by the amount of all Other Income Benefits (Section 6.5) which he receives (or is Assumed to Receive) for that month excluding Other Income Benefits described in Section 6.5(b) and 6.5(c); or

(b) Sixty percent (60%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, rounded to the nearer dollar, reduced by the amount of all Other Income Benefits (Section 6.5) which he receives (or is Assumed to Receive) for that month.

Monthly Benefits for Total Disability periods of less than one (1) month will be prorated. The maximum Monthly Benefit is $4,000 reduced by all applicable reductions.

6.4 Changes in Basic Earnings. Basic Earnings are determined initially on the date you become Totally Disabled. A change in your Basic Earnings will be considered effective on the date of the change if you are in Active Service. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one (1) full day. In no event will an increase in Basic Earnings be considered effective if it occurs:

(a) between separate periods of Total Disability which are considered one (1) period under Successive Periods of Disability, Section 6.12; or

(b) during a Benefit Waiting Period.

6.5 Other Income Benefits. While an Employee is Totally Disabled, he or she may be eligible for benefits from other income sources. If so, the Plan may reduce benefits payable by the amount of such Other Income Benefits. Other Income Benefits include:

(a) any amounts which the Employee or any dependents, if applicable, receive (or are Assumed to Receive) under:

(1) the Canada and Quebec Pension Plans;

(2) the Railroad Retirement Act;

(3) any local, state, provincial or federal government disability or retirement plan or law as it pertains to the Employer;

(4) any work loss provision in mandatory "No Fault" auto insurance;

(b) any Social Security disability benefits the Employee or any third party receives (or is Assumed to Receive) on the Employee's behalf or for his dependents; or, if applicable, which his dependents receive (or are Assumed to Receive) because of the Employee's entitlement to such benefits;

(c) any Old Age benefits which the Employee's dependents receive (or are Assumed to Receive) for that month on the Employee's account under the Federal Social Security Act.

(d) any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance or a similar plan that applies to the same claim for Total Disability, and contains the same or similar provision for reduction because of Other Income Benefits, this plan will pay its share of the total claim.

(e) any amounts paid on account of loss of earnings or earnings capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

(f) any wage or salary for work performed.

6.6 Assumed Receipt of Benefits (Assumed to Receive). The plan will assume the Employee (or his dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Plan estimates the Employee (or his dependents, if applicable) may be eligible to receive. Benefits hereunder will be reduced by the amount of any assumed benefits as if they were actually received. This assumption will not be made if the Employee provides the Plan Administrator proof that (a) application was made for the benefits; (b) a reimbursement agreement is signed; (c) any and all available appeals had been pursued; and (d) payment is denied.

6.7 Increases in Other Income Benefits. The Plan Administrator will not consider any cost of living increase in any Other Income Benefits which is effective after: (a) the first payment of such Other Income Benefit becomes due; and (b) Monthly Benefits become payable.

6.8 Recovery of Overpayments. If the Benefit is overpaid, the Plan will have the right to recover the amount overpaid by either of the following methods: (a) deduction of the overpaid amount from any future payments by the Plan, or (b) a lump sum repayment by you of the overpaid amount.

6.9 Lump Sum Payments. Any Other Income Benefits paid in a lump sum (except as shown below) will be deemed to be paid in monthly amounts prorated over the time for which the sum was paid. If no such time is stated, the lump sum will be prorated monthly over the individual's expected life span. The Plan Administrator will determine that expected life span.

Lump sum payments under the Jones Act or any workers' compensation or similar law (which includes benefits paid under a compromise and release) will be deemed to be paid monthly (a) at the rate stated in the award; or (b) at the rate paid prior to the lump sum (if no rate is stated in the award); or (c) at the maximum rate set by the law (if no rate is stated and the Employee did not receive a periodic award).

6.10 Periodic Benefits. The Plan will begin paying benefits in the applicable amount when it receives due proof that (a) the Eligible Employee became Totally Disabled while covered under the Plan, and (b) Total Disability continued for a period longer than the Benefit Waiting Period.

6.11 Duration of Monthly Benefits. The Plan will stop paying Monthly Benefits on the earliest following date: (a) the date the individual ceases to be Totally Disabled; (b) the date the individual elects to retire (early or normal) under a Retirement Plan; or (c) the later of (i) the individual's 65th birthday or (ii) sixty (60) Monthly Benefit payments.

6.12 Successive Periods of Disability. Separate periods of Total Disability resulting from the same or related causes will be considered one (1) period of Total Disability unless

separated by an individual's return to Active Service for at least three (3) consecutive months. Separate periods of Total Disability resulting from unrelated causes will be considered one (1) period of Total Disability unless separated by an Employee's return to Active Service for at least one (1) full day. These provisions do not apply to the Benefit Waiting Period.

ARTICLE 7
DISABILITIES NOT COVERED

No Benefits will be paid if Total Disability results, directly or indirectly, from:

(a) suicide, attempted suicide, or whenever an Employee injures himself or herself on purpose;

(b) war or any act of war, whether or not declared;

(c) serving on full-time active duty in any armed forces;

(d) active participation in a riot;

(e) commission of a felony;

(f) an Injury or Sickness for which the Employee is entitled to benefits from Workers' Compensation or occupational disease law during the first 180 days of Total Disability.

The Plan will not pay Disability Benefits for any period of Total Disability during which the Employee:

(g) elects to retire (early or normal) under a Retirement Plan;

(h) is Totally Disabled as a result of any cosmetic surgery or surgical procedure that is not Medically Necessary (the Plan will pay benefits if the Total Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure);

(i) is incarcerated in a penal or corrections institution;

(j) is not receiving Appropriate Care;

(k) fails to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefits amount due.

(l) is Totally Disabled and the disability is caused by or contributed to by any one or more of the following conditions during a period the Employee is not confined in a hospital or an institution which specializes in care and treatment of these conditions or the Employee is not in an approved program of medically supervised treatment or rehabilitation for Appropriate Care: alcoholism; anxiety disorders; delusional (paranoid) disorders; depressive disorders; drug addiction or abuse; eating disorders; mental illness; or somatoform disorders (psychosomatic illness).

ARTICLE 8
CLAIMS PROCEDURE

8.1 Filing a Claim.

(a) **First 35 Days.** To receive benefits under the Hanford Employee Welfare Trust Disability Plan, you must file a claim with the appropriate Benefits office. Claim forms and specific contact information are available through Site Forms, number A-6003-497, by accessing the benefits internet website at http://www.hanford.gov/HR/bennies/ACTIVES.htm, or through your Benefits Administration office. This form must be completed by you and, if applicable, your attending physician in order to apply for benefits. Benefits will normally be paid for up to the first 35 days of disability based upon the properly completed form. However, additional information from your attending physician or Fluor Hanford Benefits Administration may be required to confirm your disability status. If your claim for benefits during the first 35 days of disability is denied, follow the appeal procedure set forth in Sections 8.4 and 8.5.

Johnson Controls, Inc. (JCI) employees file short-term disability claims for the first 35 days directly with CIGNA. Contact CIGNA's In-Take Center at 1(800) 362-4462, and provide the information requested.

(b) Day 36 Through 180 Days. If your disability continues beyond 35 days, you must file a claim with CIGNA for continued benefits. It is recommended you contact CIGNA Intake Center in advance of the end of the first 35 days of your disability to minimize process delays. CIGNA will require supporting medical information from your attending physician in order to approve benefits. If your claim for benefits beyond the 35th day of disability is denied, follow the appeal procedure set forth in Sections 8.4 and 8.6.

(c) Long Term. For disability benefits to continue beyond 180 days, you must qualify for Long-Term Disability. You will be provided appropriate claim forms and instructions. You must provide written proof of disability to CIGNA no later than 90 days after the end of the 180-day short-term disability period. If your claim for benefits is denied, follow the appeal procedure in Sections 8.4 and 8.6.

(d) Separate Claims Procedures for Disability Equalizer Benefit. The claims and appeal procedures described in this Article 8 apply only to the short-term and long-term disability benefits offered under the Plan. Claims and appeal procedures for the Plan's Disability Equalizer Benefit are found in Article 12 of the Plan.

8.2 Failure to File Within Filing Period. In the event an Eligible Employee fails to file a claim for benefits within the Filing Period, the claim will not be accepted and no benefits will be payable.

8.3 Denial of a Claim. If your claim for benefits is denied, you will be notified in writing not later than 45 days after receipt of your claim. This period may be extended for up to

30 days if necessary due to matters beyond control of the Administrator/Insurer in which case you will be notified in writing prior to the expiration of the initial 45-day period. An additional 30-day extension may be required if the decision cannot be rendered within the first 30-day extension period, but in that case you will be notified in writing of the circumstances requiring the additional extension and the date as of which the Administrator/Insurer expects to render a decision.

If your claim is denied, you will be provided in writing:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information required of you and why it is necessary;
- A description of the Plan's review procedures and time limits applicable to those procedures.

If you disagree with the denial of your claim, you may appeal the decision by following the applicable appeal process.

8.4 Appeal of Denied Claim. If you disagree with the denial of your claim, you should contact the appropriate claims administrator in writing to formally request an appeal. You must file your appeal within 180 days following receipt of the denial of your claim. You must exhaust your appeal rights before you are entitled to bring an action in court.

(a) First 35 Days of Disability. If your appeal involves a denial of benefits during the first 35 days of your disability, your appeal should be filed with your Benefits Administrator. The notice of denial will specify the precise address to which the appeal should be sent.

(b) Day 36 Through 180 Days. If your appeal involves the denial of benefits other than occupational disability benefits during days 36 through 180, your appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

(c) Long-Term Disability. If your appeal involves the denial of long-term disability benefits, the appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

8.5 Appeal Process During First 35 Days of Disability. Your appeal will be administered by a fiduciary of the Plan who is neither the individual who made the initial determination denying your claim nor a subordinate of such individual. The fiduciary who administers your appeal will not give deference to the decision of the individual who made the initial decision. You will have the following rights:

- The opportunity to submit written comments, documents, records and other information relating to your claim.
- You will be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to your claim.
- You will be entitled to a review that takes into account all comments, documents, records and other information submitted by you at the time of your claim.

If the initial decision denying your claim is based in whole or in part on a medical judgment, the fiduciary administering your appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The person consulted by the fiduciary administering your appeal will be a person other than an individual consulted in the initial decision on your claim and will not be a

subordinate of such individual. Any expert whose advice was obtained on behalf of the Plan will be identified to you without regard to whether his advice is relied upon.

You will be notified of the result of the appeal of your claim not later than 45 days after it is received unless the Plan determines that special circumstances (such as the need to hold a hearing) require an extension of time. If an extension of time is required, you will receive written notice prior to the expiration of the initial 45-day period. In no event shall the extension exceed a period of 45 days from the end of the initial period. The written notice provided to you will indicate the special circumstances requiring the extension and the time and the date by which the Plan expects to reach a decision on your appeal.

You will be notified in writing of the Plan's decision on your appeal. If the Plan denies your appeal, the notice will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement describing any further appeal procedures (including voluntary appeal procedures) offered by the Plan.

(5) A statement of your right to bring an action under Section 502(a) of the Act.

8.6 Appeal Process During Days 36 Through 180 Other Than For Occupational Disability and Long Term Disability Claims. If your claim for disability benefits for days 36 through 180 other than for occupational disability or for long-term disability benefits is denied,

you are entitled to appeal to the claims administrator (currently CIGNA). You must exhaust your appeal rights before bringing an action in court. You must address your request for appeal to CIGNA at the address specified in the denial notice. You must file your written request for appeal to CIGNA within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by CIGNA, a complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by CIGNA will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

CIGNA has 45 days from the date it receives your written request to review your claim and notify you of its decision. Under special circumstances, CIGNA may require more time to review your claim. If this should happen, CIGNA must notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, CIGNA must notify you, in writing, of the results of the review and will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement of your right to bring an action under Section 502(a) of the Act.

ARTICLE 9
TERMINATION

9.1 Termination of Coverage. An Employee's coverage under this Plan will cease on the earliest date below:

(a) The date he ceases to be an Eligible Employee, ceases to qualify for coverage, or ceases to work in an Eligible Class;

(b) The date the coverage is cancelled or the Plan is terminated. Payment of Benefits will not be affected by cancellation of the coverage or termination of the Plan as long as Total Disability begins while the coverage is in force;

(c) The date Active Service ends, except as described in Section 9.2.

9.2 Total Disability. If an Employee's Active Service ends due to Total Disability for which Benefits are or may become payable, coverage will continue while that Total Disability continues during the Benefit Waiting Period, and thereafter, but only for as long as Benefits are payable. Further, coverage will continue under Article 6 for a member of the Hanford Guards Union while receiving full IPP benefits but only while all required premiums are paid.

9.3 Reinstatement of Coverage Following Leave. Upon return to Active Service following an Employer approved leave of absence, coverage under the Plan will be reinstated as of the date of the Employee's return to Active Service as an Eligible Employee in an Eligible Class.

ARTICLE 10
ADMINISTRATION

10.1 Plan Administrator. The administration of the Plan shall be under the supervision of the Plan Administrator, which is the Board of Trustees of the HEWT. The rights, duties, powers, action and authority of the Board of Trustees shall be as set forth in the Trust Agreement. The Plan Administrator is also the fiduciary of the Plan. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Plan Administrator will have the authority and sole, absolute and uncontrolled discretion to control and manage the operation and administration of the Plan in accordance with applicable laws and shall have all powers necessary to accomplish such purposes. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations that it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law, which shall be uniformly and consistently applied to all participants in the administration of the Plan;

(b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

(e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such

allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

10.2 Reliance on Employee. The Plan Administrator may rely upon the direction, information or election of an Employee as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Employee.

10.3 Examination of Records. The Plan Administrator will make available to each Employee such of its records under the Plan as pertain to such Employee, for examination at reasonable times during normal business hours.

10.4 Reliance on Tables, etc. In administering the Plan, the Plan Administrator will be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Plan Administrator.

ARTICLE 11
MISCELLANEOUS

11.1 Amendment and Termination of Plan. The Trustees shall have the right to amend, modify and terminate any or all of the provisions of this Plan by action of the Board of Trustees, provided, however, that no such amendment, modification or termination shall be in violation of the requirements of the Trust Agreement. Notice of any amendment or modification shall be promptly forwarded to each Employer, Eligible Employee and any applicable insurer, and on request a copy shall be furnished. All amendments, modifications and terminations shall be in writing and shall be approved by the Trust in accordance with its normal procedures for transacting business.

11.2 Governing Law. The Plan shall be construed, administered and enforced in accordance with Washington law, and regulations thereunder, and to the extent applicable, ERISA.

11.3 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof will be construed as giving to any Employee or other person any legal or equitable right against the Plan Administrator, the Trust or the Employers, except as expressly provided herein, and in no event will the terms of employment or service of any Employee be modified or in any way be affected hereby. Without limiting the foregoing, nothing in the Plan shall be construed as a contract of employment or as consideration or inducement for employment, or a limitation of an Employer's rights to terminate any Employee with or without cause.

11.4 Funding Benefits. For Eligible Employees who were Totally Disabled prior to January 1, 1991, benefits are paid by Connecticut General Life Insurance Company under Group long term disability policy number 2520-00-01 and are solely the responsibility of Connecticut General Life Insurance Company. Premiums under the policy shall be paid by the Employers. The Trustees shall determine how premiums shall be allocated among Employers. For Eligible Employees who become Totally Disabled on or after January 1, 1991, benefits shall be paid in part by the Employers, through Trust assets and Employer contributions, and from insurance. Employer contributions shall be determined by the Trustees. Nothing herein will be construed to require any Employer to maintain any other fund or segregate any other amount for the benefit of any Employee, and no Employee or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Plan Administrator, Employers or the Trust from which any payment under the Plan may be made.

11.5 Nonassignability of Rights. The right of any individual to receive any payment or reimbursement under the Plan shall not be transferred by the individual by assignment or any other method, and shall not be subject to attachment by creditors by any process whatsoever, and any attempt to cause such right to be so transferred or attached will not be recognized.

11.6 Tax Consequences. The Employers, the Plan Administrator, and the Trust make no representation that any amounts paid to or for the benefit of a person under any provision of this Plan will be excludable from the Employee's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any person.

11.7 Severability; Construction. If any provision of the Plan is declared invalid or unenforceable, such provision will not affect the remainder of the Plan which shall be construed as if such provision had not been inserted. Headings and numbers in the Plan are included for convenience of reference only.

ARTICLE 12
DISABILITY EQUALIZER BENEFIT

12.1 Eligibility. To be eligible to receive a Disability Equalizer Benefit, an otherwise Eligible Employee must be employed by an Employer listed on Schedule 2 in a class of employees listed on Schedule 2, and must be absent from Active Service by reason of an Occupational Injury or Occupational Disease. The Disability Equalizer Benefit shall be applicable to all workers' compensation claims filed, or prior claims reopened, after the date of ratification of the applicable collective bargaining agreement, pursuant to RCW Ch. 51.32.

12.2 Amount of the Benefit. The amount of the Disability Equalizer Benefit shall be equal to the difference between weekly net base pay and adjusted benefits payable under RCW

Ch. 51.32. Weekly net base pay will equal basic hourly wage times 40 hours less deductions for federal income tax (FIT) at 15%, FICA at 7.65%, in place deductions for the Employee's group medical plan (Employee and dependents) and dental insurance, and elective or after-tax contributions to the Hanford Savings Plans up to a maximum five percent (5%) contribution. Adjusted benefits payable under RCW Ch. 51.32 shall equal the gross weekly benefits less the in place deductions for the Employee's group medical plan (for Employee and dependents) and dental insurance. FIT and FICA tax will not be deducted in determining the adjusted gross weekly benefit amount payable under RCW Ch. 51.32.

12.3 Payment of Benefit. The Disability Equalizer Benefit shall be paid by the applicable Employer through the applicable Employer's payroll.

12.4 Commencement of Benefit. The benefit shall commence as of the date disability benefits commence under RCW Ch. 51.32.

12.5 Duration of Benefit. The benefit shall cease as of the earlier of cessation of benefits under RCW Ch. 51.32 or the passage of 180 days.

12.6 Successive Periods of Absence. Pursuant to the applicable collective bargaining agreement and applicable regulations under RCW Ch. 51.32, separate periods of absence due to an Occupational Injury or Disease will be considered one (1) period and separate periods of absence resulting from unrelated Occupational Injuries or Diseases will be considered separate periods.

12.7 Recovery of Overpayments. In the event an Eligible Employee receives a Disability Equalizer Benefit to which he or she is not entitled or in an amount in excess to the amount to which he or she is entitled, such benefit must be returned either by deduction of the overpaid amount from future payments or a lump sum repayment by the Eligible Employee.

12.8 Claims and Appeals. All claims and appeals arising with regard to the Disability Equalizer Benefit shall be resolved by the workers' compensation claims administrator under the applicable workers' compensation claims and appeal procedures. To the extent that ERISA grants rights in addition to the workers' compensation claims procedures, the following claims and appeals procedures may apply:

(a) If you disagree with your Employer's decision regarding Disability Equalizer Benefits, you may submit a written claim to your Employer. The claim should be addressed to your Employer's claims administrator.

If you or your representative submits a written claim for Disability Equalizer Benefits under the Plan and your claim is denied in whole or in part, the appropriate claims administrator will notify you in writing of such denial within 45 days after the claim is received, unless special circumstances require an extension of up to 60 more days, in which case, you will be notified in writing of the extension, the reason requiring the extension and the date by which appropriate claims administrator expects to render its decision.

The denial notice will include all of the following:

- The specific reason(s) for the denial
- References to the specific Plan provision(s) on which the denial was based
- A description of any additional material or information that is necessary to "perfect the claim" and an explanation of why such material or information is necessary
- A description of the Plan's procedures for appealing the denial
- A statement regarding your right to bring an action under Section 502(a) of ERISA

(b) If you disagree with the appropriate claims administrator's decision, you or your representative have 180 days from the receipt of the original denial notice to appeal the decision. This appeal must be in writing and sent to the appropriate claims administrator.

You or your representative has the right to review, and receive copies of (upon request and at no charge), all documents and other information relevant to your claim and to submit written comments, documents and other information relating to your claim (whether or not such information was submitted or considered in the initial benefit determination). The appropriate claims administrator will notify you in writing of its decision within 45 days after it receives your appeal, unless special circumstances require an extension of up to 45 more days, in which case you will be notified in writing of the extension, the special circumstances requiring the extension and the date by which the appropriate claims administrator expects to render its decision. If your appeal is denied, written notice will include all of the following:

- The specific reason(s) for the denial
- References to the specific Plan provision(s) on which the denial was based
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to your claim
- A statement regarding your right to bring an action under Section 502(a) of ERISA
- A statement that you and the Plan have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S. Department of Labor Office and the State insurance regulatory agency.

The appropriate claims administrator's decision on appeal will be final and binding. The Plan grants administrator full discretion in interpreting Plan terms and determining benefit claims. Decisions by the administrator are given the most deference permitted under the law and are generally reversible only if there has been an abuse of such discretion.

You must complete the above claims procedure, including exhausting all appeals with the appropriate claims administrator, before you may bring a legal action to recover benefits. The evidence presented in such legal action will be strictly limited to the evidence timely presented to the appropriate claims administrator in the submission and appeal of your claim.

ARTICLE 13
STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN

For a statement of your rights under the Employee Retirement Income Security Act of 1974 ("ERISA") and important information concerning the administration of the Plan, see the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Benefit Plans (the "Administrative Wrapper"). A copy of the Administrative Wrapper may be obtained without charge by contacting Mission Support Alliance, LLC, MSIN H2-23, P.O. Box 1000, Richland, WA 99352-1000, or by E-mail at Benefits_-_HEWT@rl.gov. The Administrative Wrapper may be reviewed and copied online at http://www.hanford.gov/hr/bennies/ACTIVES.htm.

The following Employers are the sponsors of this Plan as of September 1, 2009:

(a) Abadan Hanford, LLC – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(b) Advanced Technologies and Laboratories International, Inc. – Eligible Class: HAMTC Represented and Incumbent Salaried Exempt and Non-Exempt.

(c) AKIMA Hanford Services, LLC – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(d) American Electric, Inc. – Eligible Class: HAMTC Represented.

(e) Babcock Services PRC, LLC – Eligible Class: Salaried Exempt and Non-Exempt.

(f) Cavanaugh Services Group PRC, LLC – Eligible Class: Salaried Exempt and Non-Exempt.

(g) CH2M Hill Hanford Group – Eligible Class: Salaried Exempt and Non-Exempt.

(h) CH2M Hill Plateau Remediation Company (CHPRC) – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

(i) CSC Hanford, LLC – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(j) Dade Moeller & Associates, Hanford Mission Support, LLC – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(k) Energy Solutions Federal Services of Hanford, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(l) Eberline Services Hanford, Inc. – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

(m) Energy Northwest – Eligible Class: HAMTC Represented.

(n) EnRep PRC, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(o) Federal Engineers and Constructors (FE&C) – Eligible Class: HAMTC Represented.

(p) Fluor Hanford, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(q) Hanford Crane and Rigging, LLC – Eligible Class: Salaried Exempt and Non-Exempt.

(r) HPM Corporation-MSA – Eligible Class: Salaried Exempt and Non-Exempt.

(s) GEM Technology PRC, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(t) Johnson Controls, Inc. – Eligible Class: HAMTC Represented.

(u) Materials and Energy Corporation PRC, Inc. (M&EC) – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(v) Mission Support Alliance, LLC (MSA) – Eligible Class: HAMTC Represented, HGU Represented, and Salaried Exempt and Non-Exempt.

(w) Parsons Fabricators Hanford, Inc. – Eligible Class: HAMTC Represented.

(x) PSI – Hanford, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(y) RJ Lee Group, Inc. – MSA – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

(z) Washington Closure Hanford LLC – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

(aa) Washington River Protection Solutions (WPRS).

(bb) Westech International MSA, LLC – Eligible Class: HAMTC Represented, Salaried Exempt and Non-Exempt.

Incumbent employees are identified in the applicable prime contract with the Department of Energy or applicable subcontract agreement.

DATED this 30 day of July, 2009.

TRUSTEES OF THE HANFORD EMPLOYEE WELFARE TRUST

By _____
Todd Beyers,
Its Chairperson

SCHEDULE 1

Predecessor Contractors

Westinghouse Hanford Company
UNC Nuclear Industries
Boeing Computer Company
Rockwell Hanford Operations
ICF Kaiser Engineering Hanford
Lockheed Martin Hanford Corporation
Babcock & Wilcox Hanford Company
DynCorp Tri-Cities Services, Inc.
Duke Engineering & Services Hanford
IT Hanford, Inc.
Bechtel Hanford, Inc.
Day and Zimmermann LLC d/b/a Protection Technology Hanford
Numatec Hanford Corporation

SCHEDULE 2

Disability Equalizer Benefit

Sponsoring Employer	Effective Date
*Advanced Technologies and Laboratories International, Inc.	September 28, 2007
*Mission Support Alliance, LLC (MSA)	September 28, 2007
CH2M Hill Plateau Remediation Company (CHPRC)	September 28, 2007
*Washington River Protection Solutions (WRPS)	December 21, 2007
Washington Closure Hanford	April 11, 2009
Parsons Fabricators Hanford, Inc.	September 28, 2007
Eberline Services Hanford, Inc.	April 11, 2009
*Materials and Energy Corporation PRC, Inc. (M&EC)	September 28, 2007
*Federal Engineers and Constructors (FE&C)	December 21, 2007
*Abadan Hanford, LLC	September 28, 2007
*AKIMA Hanford Services, LLC	September 28, 2007
*Dade Moeller & Associates, Hanford Mission Support, LLC	September 28, 2007
*CSC Hanford, LLC	September 28, 2007
*RJ Lee Group, Inc. – MSA	September 28, 2007

**DEB was implemented by a predecessor contractor.*

Eligible Class:
HAMTC only